

## SERVICEMEMBERS CIVIL RELIEF ACT LEASE TERMINATION

**GENERAL INFORMATION:** The Servicemembers Civil Relief Act of 2003 (50 U.S.C. App §§ 501-596) (the "SCRA"), a Federal law, gives you the right to *terminate a lease* for residential, professional, business, agricultural, or similar purposes, *if occupied or intended to be occupied by you or your dependents*, if (a) you (or someone acting on your behalf) enter a lease and thereafter you enter the military service, or if (b) you execute a lease during military service and thereafter receive permanent change of station (PCS) or deployment orders for ninety (90) days or more. Any waiver of these rights must be in writing, and oral waivers are unenforceable. If you have any questions about the SCRA, *including whether a waiver of SCRA rights is advisable*, contact an attorney at the legal assistance office on the nearest military installation, or seek civilian counsel. You may not be retaliated against for exercising your SCRA rights. Additionally, Fair Housing Law in your state may explicitly prohibit discrimination in renting procedures because of your military status. Advance rents or lease amounts prepaid by you must be refunded to you within thirty (30) days of the lease's effective termination date. Wrongful withholding from you of rents or security deposits may result in criminal penalties. Security deposits must still be returned to you pursuant to applicable state laws.

**WHO IS COVERED:** Members of the Air Force, Army, Coast Guard, Marine Corps, and Navy on active duty (including reserves ordered to duty), Public Health Service and National Oceanic and Atmospheric Administration Officers, and National Guard members called to Federal active service in excess of thirty (30) days. U.S. citizens serving in the forces of a nation with which the U.S. is allied in the prosecution of a war or military action are likewise covered. Dependents (which generally includes spouse, children, and those you provide more than one-half of their support) of these people *who jointly sign a lease* with a covered servicemember are also protected, and are released from lease obligations when the covered person terminates the lease.

**INSTRUCTIONS:** You may only terminate your lease by delivering **written** notice of termination, plus a **copy of your orders (most landlords will accept a signed letter from your Commanding Officer verifying your probable date of deployment)**, by hand, by private business carrier, or by return-receipt mail (preferably certified) to the lessor, the lessor's agent, or their grantees. Termination will be effective no later than thirty (30) days after the first date (after this Notice is delivered) on which the next monthly rental payment is due and payable. If your lease does not provide for monthly payment of rent, termination will be effective on the last day of the month following the month in which notice is delivered. You must pay prorated rents for dates preceding the date of effective termination. An attorney acting on your behalf, or a person you have given Power of Attorney to exercise your SCRA rights, may also execute and deliver this document.

**FOR THIS TERMINATION TO BE EFFECTIVE YOU MUST ATTACH A COPY OF YOUR ORDERS**

### TERMINATION NOTICE

**KNOW ALL PERSONS:** That I, \_\_\_\_\_, a member of the \_\_\_\_\_  
(military or other service) by this document do hereby terminate my lease of the  
premises at \_\_\_\_\_ (address) with \_\_\_\_\_  
(lessor), pursuant to 50 U.S.C. App § 535 of the Servicemembers Civil Relief Act of  
2003, which authorizes termination of residential leases when a servicemember, while in military service, executes a  
lease and thereafter receives orders for a permanent change of station, or orders to deploy with a military unit for a period  
of not less than ninety (90) days. Pursuant to the SCRA, this notice includes termination by and release of any spouse or  
dependent of mine who is a co-signor on my lease.

Because I have delivered this form on \_\_\_\_\_ (date of delivery), I calculate that  
termination will be effective on \_\_\_\_\_ (calculated date of termination).

Please forward any funds due to me to the following address: \_\_\_\_\_  
\_\_\_\_\_. You may contact me or my agent with any questions at the following  
address \_\_\_\_\_ and phone \_\_\_\_\_ or email  
\_\_\_\_\_. The name of my attorney, or agent who has a Power of Attorney from me  
for SCRA purposes, is \_\_\_\_\_ (if applicable).

**A copy of my orders is attached to this notice.**

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal on this day, \_\_\_\_\_.

\_\_\_\_\_  
**Lessee (or Lessee's Agent) Signature**

**CMCJAL 1000, March 2004**

**ACKNOWLEDGEMENT BEFORE A NOTARY PUBLIC**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_, this date \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Print Name (Notary Public)

**ACKNOWLEDGEMENT BEFORE A PERSON AUTHORIZED TO ACT AS A NOTARY PURSUANT TO TITLE 10 U.S.C. 1044a**

WITH THE UNITED STATES ARMED FORCES  
AT \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_, this date \_\_\_\_\_. I do further certify that I am a person in the service of the U.S. Armed Forces authorized the general powers of a notary public and consul of the United States under Title 10, United States Code section 1044a, and JAGMAN, Chapter IX (JAGINST 5800.7c).

\_\_\_\_\_

\_\_\_\_\_  
Print Name, Grade, Armed Force, Signing Capacity

NO SEAL REQUIRED

**THIS NOTICE WILL NOT BE EFFECTIVE UNTIL YOU DELIVER THIS COMPLETED NOTICE, AND A COPY OF YOUR ORDERS, BY HAND, PRIVATE BUSINESS CARRIER, OR RETURN-RECEIPT MAIL (PREFERABLY CERTIFIED) TO THE LESSOR, LESSOR'S AGENT, OR THEIR GRANTEEES.**

**YOUR LESSOR CAN ASSIST YOU IN DETERMINING WHERE THIS TERMINATION NOTICE SHOULD BE DELIVERED.**

**THE NOTARIZATION BLOCK ON THIS FORM IS OPTIONAL AND NOT REQUIRED BY FEDERAL LAW.**

**IMPORTANT—LINE-OUT WITH DARK MARKER OR REMOVE ALL SOCIAL SECURITY NUMBERS ON ANY ORDERS YOU GIVE TO LANDLORDS. PROTECT YOUR PRIVACY AND THE PRIVACY OF OTHERS.**